

AGREEMENT FOR DISPOSAL OF MATERIAL

THIS MATERIAL DISPOSAL AGREEMENT (the “**Agreement**”) is made at Karachi, Pakistan on this ____ day of _____, 202_ (the “**Effective Date**”).

BY & BETWEEN

K-ELECTRIC LIMITED, being a public company duly incorporated and existing under the laws of Pakistan and having its registered office at KE House, 39-B, Sunset Boulevard, Phase-II, Defense Housing Authority, Karachi, Pakistan (hereinafter referred to as “**KE**”, which expression shall, wherever the context so permits, mean and include its successors-in-interest and assigns) of the **ONE PART**.

AND

M/S. _____, a _____ company incorporated and functioning under the laws of Pakistan, having its office at _____, bearing NTN No. _____ (hereinafter referred to as the “**PURCHASER**” which expression shall where the context so admits include its successors-in-interest, legal heirs, representatives and assigns) of the **SECOND PART**;

(KE and the Purchaser may hereinafter also be referred to individually as a “**Party**” and collectively as “**Parties**”).

RECITALS:

The Parties do hereby recite as follows:

WHEREAS:

- A. KE intends, from time to time during the Term, dispose of Material (as defined herein below) by selling such quantities of the Material as may become available at the Site(s), on an “as-is, where-is” basis.
- B. The Purchaser is an entity primarily engaged in purchase of Material and agrees to lawfully collect, lift, handle, transport, remove and dispose of Materials from the Site strictly on an “**As-Is, Where-Is**” basis.
- C. The Purchaser represents and warrants that the Purchaser has the requisite experience, skill, ability, resources, tools, license(s)/certification(s) and expertise for the collection, transportation and disposal of Materials in accordance with the instructions of KE.
- D. In reliance of the representations and warranties provided by the Purchaser, KE agrees to dispose off the Material by selling it to the Purchaser in accordance with the terms and conditions set out in this Agreement and the Offer Document contained in Annexure A.
- E. The Parties, pursuant to the Offer Document and negotiations, having agreed on the terms and conditions in accordance with which the Purchaser shall perform the Works and services, are desirous of reducing the same to writing.

NOW THEREFORE, in consideration of the mutual benefits, covenants and representations contained herein, this agreement on the following terms and conditions:

1. **DEFINITIONS**

1.1 In this Agreement the following terms/expressions shall have the following meanings unless the context requires otherwise:

- a) **Affiliate** means in relation to a Party, any company, corporation, partnership or other legal entity (in this clause referred to as a "Company"): (i) that is, directly or indirectly, controlled by such Party; or (ii) that directly or indirectly controls such Party; or (c) that is, directly or indirectly, controlled by a Company that also, directly or indirectly, controls such a Party. For the purpose of this definition, a Company is directly controlled by another Company which owns or controls shares or other interests carrying in the aggregate at least fifty percent (50%) of the voting rights exercisable at a general or shareholders meeting of the first-mentioned Company or the right to appoint or dismiss a majority of the directors thereof.
- b) **Agreement** means this Agreement between KE and Purchaser for the selling of the Material for disposal together with its Annexures which are deemed to be an integral part of this Agreement;
- c) **Anti-Corruption Laws** means, without limitation, the Prevention of Corruption Act, 1947 and any other similar legislation in any applicable jurisdiction of Pakistan.
- d) **Confidential Information** means (i) any discussions, meetings, communication between the Parties that happened prior to or post the Effective Date of this Agreement pertaining to the Works, disposal of the Material and any other related activity or matter, (ii) information and materials not generally known by third parties and includes, but is not limited to, information and materials relating to any of the following matters or things of KE or any Affiliate of KE or their respective employees, namely research and development activities, inventions, discoveries, findings, designs, ideas, products, services, sales, marketing plans, strategies, manufacturing processes and methods, costs, sources of supply, Purchaser lists, profits, profit margins, pricing policies or methods, personnel information business relationships and the filing or pendency of unpublished applications for patents, utility models, and designs that any member of KE may receive or has received belonging to Purchasers and/or other persons who do business with any member of KE. Confidential Information may also (i) constitute Intellectual Property, as defined below; and (ii) any information relating to an identified or identifiable natural person.
- e) **Collection Site** means the site from which the material is to be lifted.
- f) **Effective Date** means the date on which this Agreement is signed by the Parties;
- g) **HSE** means Health, Safety and Environment
- h) **Intellectual Property** means all industrial and intellectual property in or arising out of this Agreement (including foreground and background intellectual property rights), whether protectable by statute, at common law or in equity, including all copyright, inventions and right to inventions, patents, designs, trademarks, service marks, business names and

domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world but excluding non-assignable moral rights and similar non-assignable personal rights of an author.

- i) **KE Policies** means all applicable policies of KE including but not limited to Environment, Health and Safety policy and the Code of Conduct (COC), as revised by KE from time to time, current copies of the ones which the Purchaser hereby acknowledges are enclosed in Annexure C.
- j) **Letter of Acceptance (LoA)** means the formal written notification issued from time-to-time by KE to the Purchaser for individual Material for disposal collection confirming the quantity of Material to be lifted. It outlines the total payment due including all applicable taxes, the payment timelines, and the associated terms and conditions governing the transaction.
- k) **Material** means all material declared for disposal as set out in Annexure B.
- l) **Offer Document** means the tender offer by KE with tender no. KEDISP/RFPS&K/26-27 on the basis of which this Agreement is being executed and which is enclosed as part of this Agreement in Annexure A.
- m) **Payment Terms** means the terms of payment of the Works specified in this Agreement.
- n) **Sales-Cum-Release Order (“RO”)** means a notice issued by KE to the Purchaser confirming receipt of payment and authorizing the Purchaser to proceed with the Works.
- o) **Security Deposit** means as defined in Clause 20 of this Agreement.
- p) **Site** means the location(s) as specified in the Offer Document.
- q) **Tax(es)** include the General Sales Tax (“GST”), withholding tax and any other tax as applicable to the Works and services.
- r) **Term** means the duration of this Agreement as stated in the Clause 3.
- s) **Territory** means the territorial jurisdiction of the State of the Islamic Republic of Pakistan.
- t) **Terrorist Organization** includes but not limited to any such religious/political organization duly banned by the Government of Pakistan, any foreign governments and/or the United Nations, etc which is involved in anti-state/killing activities.
- u) **Third Party** means any person or entity not party to this Agreement which is involved in the provision of work including sub-contractors, agents, and consultants.
- v) **Purchaser Personnel** means the Purchaser’s representatives involved in the provision of services/works to KE under this Agreement, who may include the staff, labour and other

employees of the Purchaser and/or of its sub-contractors; and any other personnel assisting the Purchaser in the execution of the Agreement and the Works hereunder.

- w) **Works** means the lifting, removal, transportation and disposal of the Material from Site Gas Engine Power Station (SGEPS) and Korangi Town Gas Engine Power Station (KTGEPS) on “as is where is” basis by the Purchaser from Site as detailed in Clause 4 below.
- x) **Working Day** means any day within the Islamic Republic of Pakistan on which commercial banks are open for business in Karachi.

2. **INTERPRETATION**

In this Agreement (except where the context otherwise requires):

- (i) Words in the singular include the plural and vice versa and words importing any gender include every gender;
- (ii) References to persons include individuals, firms, partnerships, companies, corporations, unincorporated associations, governments, authorities, judicial authorities, agencies and trusts (in each case, whether or not having separate legal personality);
- (iii) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (iv) Reference to Clauses and Annexures are to Clauses and Annexures to this Agreement;
- (v) Capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement;
- (vi) The table of contents and headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (vii) The recitals and Annexures form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the recitals and Annexures; and
- (viii) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years.
- (ix) The terms and conditions set out in the offer document (Annexure A) shall apply, *mutatis mutandis*, to this Agreement.
- (x) In the event of any conflict or inconsistency between the documents forming part of this Agreement, the following order of precedence shall apply: (i) this Agreement; (ii) the Letter of Acceptance and/or Sales-Cum-Release Order, as applicable; (iii) the Offer Document; and (iv) the remaining Annexures. In the event of any conflict between

documents of equal precedence, the provision imposing the more stringent obligation on the Purchaser shall prevail, unless otherwise expressly agreed by KE in writing.

3. TERM

- 3.1 This Agreement shall commence from the Effective Date and shall continue in full force and be valid for a period of [_____] years/months (the “**Term**”) unless terminated in accordance with the terms of this Agreement.
- 3.2 Upon the expiration of the Term, the Agreement may be extended and/or renewed upon prior mutual written agreement of the Parties for a similar period(s) and subject to settlement of the relevant terms and conditions in writing. Either party will give thirty (30) days prior written notice to the other indicating its intent to extend and/or renew the Agreement.

4. SCOPE OF WORK

- 4.1 The Purchaser shall perform Works under the Agreement which shall include, without limitation, collection, lifting, disposal, site clearance (subject to KE’s approval), provision of labour, materials, equipment, machinery, tools, transportation and other services or items as required to meet its obligations under the Agreement and to carry out the Works at the Site; the details of the scope of work which are set out in the Offer Document (Annexure A).
- 4.2 The Purchaser shall perform the Works in accordance with the terms and conditions of this Agreement and, inter alia, all applicable laws, generally recognized professional standards of the industry and prevailing industry norms. KE shall provide details of the Material for disposal as needed.
- 4.3 Any specifications, capacities, ratings or other technical information relating to the Material are based on KE’s available records and are provided for reference purposes only. The Purchaser acknowledges that the Material is purchased on an “AS IS, WHERE IS” basis and confirms that it has had the opportunity to inspect the Material, and shall not raise any dispute or claim regarding the specifications or performance of the Material.

5. PRICE AND PAYMENT TERMS

- 5.1 Upon receipt of the LoA, the Purchaser shall make full payment for the amount specified in the LoA into KE’s nominated bank account prior to collecting any Material for disposal. KE is not obligated to release any disposal of the Material for collection until such payment has been received in full. For avoidance of doubt, KE reserves the right to increase, decrease or modify quantities of the Material for disposal prior to issuance of RO without incurring any liability or penalty.

- 5.2 All balance payments shall be made through online bank transfer only and shall include applicable taxes.
- 5.3 Upon clearance of full payment, KE shall authorize the release of the Material for disposal through issuance of RO and the Purchaser shall lift, collect and remove the Material for disposal as per timeline mentioned in RO.
- 5.4 If for any reason the Purchaser needs an extension in time for payment submission, the Purchaser will be subject to a penalty of 1 month KIBOR + 2.5% p.a. on per day basis of base price OR PKR 50,000 per day (whichever is greater), upto a maximum of 10 days. However, upon expiry of such late payment penalty time, KE reserves the right to forfeit the entire lot and the complete amount of earnest money submitted at the time of bidding and/or the complete amount of the Security Deposit.
- 5.5 If for any reason, the quantity of specified disposal of the Material is found short in weight at the time of lifting, KE shall, at its sole discretion, either make available the remaining quantity for lifting or refund to the successful bidder a proportionate amount corresponding to the undelivered quantity, without any mark-up or interest, after the end of the Term of this Agreement.
- 5.6 For the avoidance of doubt, all applicable government taxes shall be borne by the Purchaser. Any changes in taxes, duties, or levies whether federal or provincial due to change in legislation before the process is completed, shall also be borne by the Purchaser to entire exclusion of KE. If changes are enacted during the term of this Agreement, such changes in the taxes shall be applicable till the date of issuance of RO. Taxes shall be calculated at the time of issuance of LoA as per FBR tax status of the Purchaser. If tax rates are changed after issuance of LoA but before issuance of RO, the revised rates will be applicable accordingly and the Purchaser will be liable to pay the additional taxes.
- 5.7 The stamp duty applicable on the Agreement shall be payable by the Purchaser in accordance with the Section 29 of the Stamp Act 1899 as amended by the Sindh Finance Act 2009, Section 2(1) and any other amendment that comes into force from time to time. The Parties hereby agree that any short payment in this regard shall be the complete liability of the Purchaser.

6. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

- 6.1 The Purchaser represents and warrants that it:
- (i) is duly organized and validly existing under the laws of Pakistan;
 - (ii) has all requisite legal power and authority to execute this Agreement and perform the Works and provide the relevant services under the laws of Pakistan;

- (iii) has the necessary licenses and licensed personnel (where necessary) to carry out the Works prescribed in this Agreement under the laws of Pakistan and that it shall maintain during the pendency of this Agreement such necessary licenses and licensed personnel that are used for providing the Works under this Agreement;
- (iv) Has duly signed and acknowledged the terms of the Code of Conduct (COC) and shall fully abide by the terms of the COC which shall form an integral part of this Agreement While the attached in KE Policies in Annexure C;
- (v) shall ensure that the Works are carried out by personnel who have the necessary skills and experience and who are mentally and physically capable to perform the Works and that the Works are provided under the supervision of the Purchaser;
- (vi) agrees that this Agreement constitutes the valid, legal and binding obligation of the Purchaser, enforceable in accordance with the terms hereof and in the light of the laws of the Territory;
- (vii) has no actions, suits or proceedings pending or, to the Purchaser's knowledge, threatened against or affecting the Purchaser before any court or authority that might materially adversely affect the ability of the Purchaser to meet and carry out its obligations under this Agreement;
- (viii) shall perform its obligations under this Agreement in a timely and professional manner as reasonably directed by KE exercising proper care, skill and diligence;
- (ix) shall provide Works to the standard of expertise which the Purchaser has represented to KE that the Purchaser's Personnel possess;
- (x) shall ensure that no employee, agent or contractor of the Purchaser does anything during the term of this Agreement which, if it was done by the Purchaser, would constitute a breach of this Agreement;
- (xi) shall ensure that the Purchaser and the Purchaser Personnel familiarize themselves with and comply with any procedures, policies or protocols communicated or advised by KE to the Purchaser including those relating to KE and KE Policies;
- (xii) the Purchaser and/or the Purchaser Personnel will not make any defamatory remarks to any person or spread and involve in any rumor mongering against KE.
- (xiii) shall at all times maintain records of the Purchaser Personnel and shall ensure that the Purchaser's Personnel have no criminal records and/or are involved in any Terrorist organization and/or prior complaints lodged against them by any Third Party in terms of their standard of work and/or behavior relating to the services provided under this Agreement.

6.2 The Purchaser must ensure at all times that when Purchaser's Personnel are on KE's premises they:

- (i) have a copy of KE's Policies applicable to the Purchaser and that they comply immediately and fully with such KE's policies;
- (ii) immediately leave KE's premises if they are directed to leave KE's premises;
- (iii) conduct themselves professionally at all times so as to cause the minimum disruption to KE's business; and
- (iv) comply fully with all safety, health, environmental and other policies of KE notified to the Purchaser from time to time, and all relevant legislation.

6.3 The Purchaser shall provide all Purchaser Personnel with clear and documented information regarding their rights, including but not limited to employment terms, working hours, wages, overtime, benefits, and grievance mechanisms. The Purchaser Personnel shall be trained and made aware of their rights related to non-discrimination, non-harassment, and workplace ethics.

6.4 The Purchaser shall ensure the following working conditions and terms of employment:

- (i) The Purchaser shall respect all applicable collective bargaining agreements and, where such agreements do not exist, ensure that fair working conditions and employment terms are provided.
- (ii) The Purchaser shall ensure that migrant workers are engaged on substantially equivalent terms as non-migrant workers performing similar roles.
- (iii) If the Purchaser provides accommodation to Purchaser Personnel, it shall meet quality, health, and safety standards, ensuring access to basic services and maintaining non-discriminatory living arrangements.
- (iv) Minimum working age and maximum working hours:
 - (a) The Purchaser shall not employ any Purchaser Personnel under the age of eighteen (18) years.
 - (b) The Purchaser shall comply with legal working hour limits, ensuring Purchaser Personnel do not exceed forty-eight (48) hours per week and that overtime is voluntary and compensated fairly.

6.5 Workers' Organizations and Freedom of Association:

- (i) The Purchaser shall comply with national laws allowing Purchaser Personnel to form and join organizations of their choice without interference.
- (ii) Where national law restricts these rights, the Purchaser shall allow for alternative mechanisms for Purchaser Personnel to express grievances and negotiate employment terms.
- (iii) The Purchaser shall not retaliate or discriminate against Purchaser Personnel participating in collective bargaining or worker organizations.

- (iv) Purchaser Personnel and their representatives shall have the right to openly communicate with the Purchaser's management regarding working conditions without fear of retaliation.

6.6 Non-discrimination, gender-based violence & harassment prevention

- (i) The Purchaser shall ensure equal employment opportunities and shall not make employment decisions based on characteristics unrelated to job requirements, such as gender, age, nationality, religion, disability, or social background.
- (ii) The Purchaser shall take measures to prevent and address workplace harassment, discrimination, and gender-based violence, particularly concerning women and vulnerable workers.
- (iii) Purchaser Personnel must be trained and made aware of their rights related to non-discrimination and non-harassment.

6.7 Before implementing any mass layoffs or retrenchments, the Purchaser shall conduct an analysis of alternatives and provide a retrenchment plan that minimizes adverse impacts on workers. The retrenchment plan shall comply with national labor laws, include proper consultation with affected employees, and ensure that all required severance payments and benefits are provided in a timely manner.

6.8 The Purchaser shall establish a transparent grievance mechanism that allows workers to raise workplace concerns confidentially and without fear of retaliation. The grievance mechanism shall allow for anonymous reporting and ensure that concerns are addressed promptly and fairly.

6.9 The Purchaser shall not employ any underage worker(s) in hazardous work and shall comply with all national child labor laws.

6.10 The Purchaser shall not engage in or tolerate forced labor, human trafficking, or involuntary work under any circumstances.

6.11 All employment shall be voluntary, and workers shall not be subject to threats, coercion, or withheld wages as a means of forcing them to work.

7. **HEALTH, SAFETY, AND ENVIRONMENT**

7.1 A safe and healthy workplace shall be provided in accordance with KE's Purchaser safety management guidelines provided under the KE policies.

7.2 The Purchaser shall:

- (i) Identify and control workplace hazards
- (ii) Provide safety training and PPE
- (iii) Maintain records of incidents and emergency protocols

- 7.3 All Purchasers and their teams must comply with health and safety laws and they shall be provided with the necessary resources to meet these obligations.
- 7.4 The Purchaser shall be fully responsible for environmental and social compliance across its own operations and its sub-contractors and suppliers.
- 7.5 The Purchaser shall:
- (i) Ensure compliance by all sub-contractors and suppliers
 - (ii) Conduct regular audits and verification
 - (iii) Submit compliance reports to KE upon request
- 7.6 The Purchaser shall be subject to penalties for non-compliance with KE's HSE and E&S requirements.
- 7.7 The Purchaser shall be subject to a penalty system for non-compliance with KE's HSE and E&S requirements. In case of non-compliance, KE may impose penalties, contract suspensions, or terminations, based on the severity of violation
- 7.8 KE will monitor the Purchaser's adherence to the Agreement, including but not limited to Environment and Safety, HSE, and labor standards.
- 7.9 KE shall conduct regular HSE inspections and audits to assess the HSE performance of Purchaser Personnel. The Purchaser shall also perform regular HSE inspections and submit reports to KE and relevant KE department of HSE. HSE Inspections and audits can be performed in teams, including representatives from KE and the Purchaser.
- 7.10 Any unsafe act or condition identified during inspection and audit shall be communicated to the Purchaser for corrective actions.
- 7.11 In case of any non-compliance with this Agreement, KE has the right to instruct the Purchaser for appropriate changes or impose penalties. The Purchaser may be asked to pay liquidated damages.
- 7.12 KE can stop work or take appropriate actions if HSE audits reveal that job conditions are not complying with KE HSE expectations. Purchaser shall ensure that all sub-Purchasers meet KE HSE expectations. KE HSE expectations shall include, but are not limited to:
- (i) Availability of qualified HSE personnel;
 - (ii) Availability of trained HSE staff;
 - (iii) Compliance of applicable KE HSE policies and procedures;
 - (iv) Compliance with all applicable laws and regulations;
 - (v) Conducting regular safety audits and inspections;
 - (vi) Reporting of all incidents;

- (vii) Daily / weekly safety talks;
 - (viii) Availability of certified tools and equipment;
 - (ix) PPE compliance; and
 - (x) Maintaining and sharing of HSE statistics (Manhours, TRIR, training records, incident records etc.)
- 7.13 Any deviation in the HSE plan shall be duly communicated by the Purchaser in writing in advance and approval shall be taken from KE before such deviation is implemented. All Purchaser tools and equipment shall be inspected by KE before entering any work site. The Purchaser should establish an HSE inspection/audit schedule in consultation with KE prior to commencement of the contract.
- 7.14 HSE Inspection and audit schedule may be developed considering the risks involved in the work. Monthly HSE meetings shall be conducted with KE and Purchaser representative along with the HSE team from both sides. Meeting frequency may be stringent based on the contract requirements and risk associated with the contract.
- 7.15 The Purchaser shall maintain and provide HSE statistics in monthly meetings.

The Purchaser hereby represents that it complies and shall continue to comply with, adhere and strictly follow all the applicable labor laws, rules, regulations and requirements in respect of all matter relating to the Purchaser Personnel, including but not limited to health and safety, restrictions on working hours, leaves and holidays without pay, etc.

8. OBLIGATIONS OF PURCHASER

- 8.1 The Purchaser will be responsible for Works on the disposal of the Materials from the Collection Site. All expenses incurred in connection with deploying labor for handling, lifting, removal, loading and transportation of respective Material shall be borne by the Purchaser.
- 8.2 The Purchaser will be responsible for collection, lifting, transportation and disposal of the Material from the Site pursuant to this Agreement.

For each lifting, the Purchaser will be bound to lift the disposal of the Material from the particular bin or location specified or marked by the location in-charge (yard representative) and as such, Purchaser shall be required to lift and clear that particular bin before moving to the next.

- 8.3 The Purchaser shall ensure that all equipment and vehicles used for provision of Works under this Agreement is properly registered with the concerned authorities and all taxes with respect to the ownership, possession and use of the equipment and vehicles used for provision of Works under this Agreement are paid, and all taxes are kept paid and documents kept renewed valid during the term of this Agreement.

- 8.4 The Purchaser shall perform the Works described in this Agreement according to the highest professional standards. The Purchaser shall be obliged to comply with all the relevant laws and regulations pertaining to the conduct and disposal of the Material under this Agreement.
- 8.5 In case the Purchaser exports the Material outside Pakistan, the Purchaser shall comply with all applicable export control, customs, sanctions, rules/regulations of Pakistan and the country of destination.

8A. **BREACH OF OBLIGATIONS:**

- i. The Material shall be lifted within the working days specified in the RO. In the event of having failed to collect the disposal of the Material either in full or in part thereof, penalty in lieu of storage charges of 1 month KIBOR + 2.5% p.a. on per day basis of base price OR PKR 50,000 per day (whichever is greater) upto a maximum of ten (10) days shall be charged to the Purchaser until such time the site is cleared to the satisfaction of KE. (“**Base Price**” is the final accepted bid amount excluding all applicable taxes).
- ii. However, upon expiry of such time, if the disposal of the Material for any reason is not collected and/or removed by the Purchaser from the site, then KE reserves the right to forfeit the remaining lot amount and shall be at liberty to dispose of the relevant Material as it deems fit without reference or notice to the Purchaser. No money received from the Purchaser will be refunded by KE and KE reserve the right to demand storage charges for the remaining lot.

9. **TERMINATION**

- 9.1 Either Party (the “**Non-Defaulting Party**”) may terminate this Agreement if the other Party (the “**Defaulting Party**”):
- (i) becomes insolvent; or
 - (ii) the Defaulting Party commits a material breach of this Agreement and fails to cure the breach within thirty (30) days of receiving written notice from the Non-Defaulting Party. If the breach cannot reasonably be cured within thirty (30) days, the Defaulting Party must begin curing the breach within that period and diligently continue efforts to complete the cure as soon as reasonably possible.
- 9.2 KE at its sole discretion and at any time, terminate this Agreement without assigning any reason by giving a thirty (30) days prior, written termination notice to the other Party. The Purchaser will continue to perform uninterrupted Works during the termination notice period including collect, lifting, transportation and disposal of all Material for which the RO has been issued by KE for which payment shall be made as per the terms of this Agreement. The Agreement shall automatically stand terminated after the completion of the termination notice period. KE shall not be liable to Purchaser for any loss or damages or loss of profits howsoever arising because of KE exercising the aforementioned option to terminate the Agreement,

including but not limited to any consequential or indirect damages of whatsoever nature. KE shall not be liable for any charges and/or making any payments post expiry of termination notice period.

9.3 Following events constitute material breach of this Agreement:

- (i) failure by the Purchaser to make a payment required under Clause 5 of this Agreement.
- (ii) failure of Purchaser to lift disposal of the Material as per the agreed terms within the stipulated time period.

9.4 All payments that have accrued under this Agreement by either Party prior to the date of such termination shall be adjusted and settled by the Parties in accordance with this Agreement. In the event of termination, either Party shall not be liable to the other Party for any loss or damages of any kind whatsoever (including but not limited to special, punitive, direct, indirect, consequential or incidental) arising out of or in connection with the termination of this Agreement regardless of the form of action upon which a claim for such losses or damages may be based, whether in contract, tort or any other legal or equitable theory of law.

9.5 KE may terminate this Agreement immediately with written notification if due to any event, series of events and/or circumstances arising as a result of such events that are beyond the reasonable control of KE which adversely affect it and render it unable to continue with the arrangement under this Agreement.

9.6 Obligations Prior to Termination:

Termination or expiration of this Agreement shall not relieve either Party of any obligation arising out of work performed prior to termination and the pending payments for disposal of the Material and are not rejected or in progress.

9.7 Clauses 10 and 11 will survive the termination of this Agreement.

10 TAXES

10.1 The Purchaser shall be responsible for all Federal, Provincial and Local taxes on purchase of material arising out of the Agreement. KE will provide copy of Cash Payment Receipt (CPR) to the Purchaser being the evidence of tax deducted / collected and deposited into the Government treasury.

10.2 Similarly, if a payment due from the Purchaser under this Clause is subject to withholding of advance income tax at source, the Purchaser will provide copy of the Cash Payment Receipt (CPR) to KE being the evidence of tax deducted and deposited into the Government treasury.

11 LOSS & INDEMNITY

- 11.1 In this Clause, a reference to KE shall include KE's Affiliates, and the provisions of this Clause shall be for the benefit of KE and each such Affiliates, and shall be enforceable by each such Affiliate, in addition to KE.
- 11.2 The Purchaser indemnifies, and will keep KE, its Affiliates, directors, employees indemnified, at all times from and against any and all loss (including any direct, indirect or consequential loss and loss of profit), loss of reputation and all interest, penalties, damage or liability (whether criminal or civil) suffered, legal fees (calculated on a full indemnity basis) and all other costs and expenses incurred by KE or any of its Affiliates (whether directly or indirectly) as a result of a breach by the Purchaser of any of the terms or conditions of this Agreement or the neglect or default of, or any act, matter or thing permitted or omitted by, the Purchaser and the Purchaser's Personnel which includes but is not limited to any sub-contractors, agents and/or its employees.
- 11.3 The Purchaser also agrees to indemnify KE against any claim made against KE by a Third Party arising out of or in connection with the provision of this Agreement to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Purchaser, its employees, agents or subcontractors including but not limited to any claim made against the KE by a Third Party for death, personal injury or damage to property, for actual or alleged infringement of a Third Party's intellectual property arising out of or in connection with this Agreement.
- 11.4 The Purchaser further agrees to indemnify and hold KE harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature whatsoever imposed on, incurred by or asserted against the Purchaser by a Third Party in the course of carrying out its obligations pursuant to this Agreement and resulting from breach of any of the terms of this Agreement, default or negligence of the Purchaser, or its employees and other Purchaser Personnel.

This indemnity clause shall survive the termination of this Agreement.

12 CONFIDENTIALITY

- 12.1 Purchaser hereby undertakes to ensure that:

- (i) any employee of it or any third party, including any Agent of a Party, receiving Confidential Information from KE shall use Confidential Information only for the purposes of performing the Agreement;
- (ii) any employee of the Purchaser or sub-contractors of it shall not disclose any Confidential Information to any third party without the prior consent in writing of KE;
- (iii) all reasonable precautions are taken to ensure that all Confidential Information is treated as confidential and not disclosed or used other than for the purposes set out in Clause 12 (i) above and use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information received from KE as it uses with its own similar information that it does not wish to disclose, publish, or disseminate;
- (iv) without prejudice to the generality of the foregoing, neither the Purchaser, nor any Agents of it shall use the Confidential Information for the solicitation of business from any party, any of its employees or Agents, or any other third party;
- (v) notwithstanding any other provision hereunder, the Purchaser shall comply (and shall ensure that its employees, Agents and sub-contractors) comply with all reasonable instructions and/or guidelines produced and communicated by KE from time to time for the handling and storage of Confidential Information; and
- (vi) The Purchaser shall obtain from any sub-contractor of it or its employees engaged in connection with the provision of Works under this Agreement a signed confidentiality undertaking with the same level of confidentiality obligations as this clause.

13 INTELLECTUAL PROPERTY

13.1 In this Clause:

- a) KE's Background IPR means all Intellectual Property owned by or licensed to the KE, or developed by or on behalf of KE, in either case independently of this Agreement;
 - b) Foreground IPR means all Intellectual Property which result from or otherwise come into existence as a result of the Works and services.
- 13.2** All Foreground Intellectual Property rights shall immediately vest in and shall be owned by KE.
- 13.3** The Purchaser hereby assigns KE (or its Affiliates) with full title guarantee any Foreground Intellectual Property rights, together with the right to sue for and recover damages or other relief in respect of any infringement of Foreground Intellectual Property rights.
- 13.4** All KE's Background Intellectual Property rights shall remain vested in and owned by KE or its licensors (as applicable).
- 13.5** The Purchaser may not use any trademarks, trade names, slogans or logos of KE or any of

its Affiliates except as specifically authorized by KE in writing.

14 NOVATION, ASSIGNMENT AND SUBCONTRACTING

- 14.1 The Purchaser shall not assign, novate and/or subcontract this Agreement, any part thereof, and/or the Works and services hereunder and/or any part thereof to any Third Party in any manner with any of its rights and obligations without the express written consent of KE.
- 14.2 KE may assign, novate and/or subcontract, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations this Agreement, any part thereof to any Affiliate or any Third Party without consent of the Purchaser.
- 14.3 This Agreement shall accrue to the benefit of and be binding upon the Parties hereto and any successor entity into which either Party shall have been merged or consolidated or to which either Party shall have sold or transferred all or substantially all of its assets.

15 NOTICES

- 15.1 Any notice, request, statement, intimation, reference or other communication provided for in this Agreement shall be made in writing and shall be directed by registered mail, secured courier service, facsimile, as the case may be, to the Parties' authorized representatives on the address of the Parties as given below. If either Party wishes to make a change to the information below, such Party shall give a written notice to the other Party at least five (5) working days in advance.

K-Electric Limited:

Attention to: Mr. /Ms. -----

Address:

Tel:

M/S _____:

Attention to: Mr. /Ms. _____

Address: _____

Tel: _____

- 15.2 All notices shall only be effective on receipt or sent after registered post only.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of Pakistan. The Parties irrevocably agree to submit to the exclusive jurisdiction of the competent courts of Karachi, Pakistan.
- 16.2 The Parties shall use their best efforts to settle amicably all disputes arising out of or in

connection with this Agreement or its interpretation. In case the Parties fail to resolve the dispute amicably within 30 days of a dispute being raised the matter shall be finally decided by reference to arbitration by a sole arbitrator appointed mutually by both the Parties. If the parties fail to appoint sole arbitrator amicably, the matter shall be referred to the High Court of Sindh at Karachi for appointment of arbitrator from the retired judges of the High Court within 60 days from such referral. Such arbitration shall be held in accordance with the provisions of the Arbitration Act, 1940 and the same shall be binding on the parties. The venue of such arbitration shall be Karachi, Pakistan and the language of arbitration proceedings shall be English.

- 16.3 Notwithstanding anything contained hereof it is agreed that during the pendency of the arbitration proceedings (except for the disputed matter) all other rights and obligations of the Parties shall continue to subsist and shall not be effected due to the arbitration proceedings if so deserved by KE.

17 INSURANCE

- 17.1 During the currency of this Agreement the Purchaser shall maintain in force insurance policies with reputable insurance companies, against all risks including third party claims and group workman insurance for its employees providing services under this Agreement that would normally be insured against by a prudent Purchaser in connection with the risks associated with this Agreement and produce to the KE on demand full particulars of that insurance and the receipt for the then current premium.

18 NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive in nature and the Parties hereby agree that this Agreement does not in any manner restrict KE from the appointment of any other purchaser(s) for similar works purposes. KE reserves the right of appointment of other purchaser(s) for the purpose of the works including but not limited to lifting, disposal, transportation of similar material. .

19 SEVERANCE

If any provision of this Agreement is declared or held by any judicial or other competent authority to be void or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall then attempt to negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision or a new provision to substitute/replace the invalid or unenforceable one.

20 SECURITY DEPOSIT

- 20.1 Pursuant to the Offer Document as contained in Annexure A of this Agreement, the Purchaser will submit a Security Deposit equivalent to five (5%) percent of the total awarded bid value within three (03) working days excluding applicable taxes (in the form of a Pay Order or an unconditional and irrevocable Bank Guarantee issued by a scheduled bank acceptable to KE (“**Security Deposit**”). KE shall retain the Security Deposit to secure all the Purchaser's obligations, liabilities, indemnities, representations, warranties and responsibilities under the Agreement including the integrity and the timely and continuous performance of all Works and services to be provided by the Purchaser under the Agreement.
- 20.2 KE shall have the right to wholly or partially forfeit, encash, and/or appropriate the Security Deposit without prejudice to any other rights or remedies available under law or under this offer document in the event of any failure by the successful bidder to comply with its obligations under this offer document, including but not limited to non-payment, delayed payment, failure to lift material within stipulated timelines, breach of any terms and conditions, violation of applicable safety, environmental, statutory or regulatory requirements, or causing any loss, damage, or liability to K-Electric Limited due to negligence, misconduct, or non-compliance. The Security Deposit shall be released without any mark-up or interest only after satisfactory completion of all obligations by the successful bidder and after confirmation from KE that no dues, claims, penalties, damages, or liabilities remain outstanding.

21 MODIFICATION OF AGREEMENT

- 21.1 No other addition or modification or variation of this Agreement shall be effective or binding on either of the Parties hereto unless mutually agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

22 ENTIRE AGREEMENT

- 22.1 This Agreement sets forth and shall constitute the entire agreement between the Parties with respect to the subject matter hereof, and all annexures shall form an integral part of this Agreement. This Agreement shall supersede any and all prior agreements, understandings, promises and representations made by one Party to the other concerning the subject matter, whether oral or written, including the course of negotiations.
- 22.2 There are no representations, undertakings or contracts of any kind between the Parties hereto in respect of the subject matter hereof save and except those contained herein.

IN WITNESS WHEREOF the Parties hereto have agreed to the terms mentioned hereinabove and set their respective hands hereto:

FOR AND ON BEHALF OF:
K-ELECTRIC LIMITED

Signatures: _____

Name: _____

Designation: _____

CNIC: _____

WITNESS

1. Signatures: _____

Name: _____

CNIC: _____

2. Signatures: _____

Name: _____

CNIC: _____

FOR AND ON BEHALF OF:
INSERT PURCHASER NAME

Signatures: _____

Name: _____

Designation: _____

CNIC: _____

WITNESS

Signatures: _____

Name: _____

CNIC: _____

Signatures: _____

Name: _____

CNIC: _____

ANNEXURES

The Annexures form an integral part of this Agreement. The Agreement includes the following Annexures.

Annexure A –Offer Document

Annexure B–Material for Disposal details (will be added based on materials purchased by bidder)

Annexure C – KE Policies (Safety Policy and KE Supplier’s Code of Conduct)